

**COUNTY OF GREENVILLE
SUBDIVISION ROAD REPAIR PROJECTS
IFB #25-10/26/16**



**Greenville
County**

**DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601**

www.greenvillecounty.org

864-467-7200



GREENVILLE COUNTY
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601-3660

NOTICE

Date: October 14, 2016

Sealed bids for SUBDIVISION ROAD REPAIR PROJECTS, subject to the conditions and all provisions set forth herein and attached, will be received at this office until 3:30 P.M., EDT, OCTOBER 26, 2016, then publicly opened. The commodities and/or services must be furnished as described and specified to Greenville County. The prices on this bid will include all costs of transportation to the required destination.

SHOW THIS NUMBER ON ENVELOPE

IFB No. 25-10/26/16

PROCUREMENT SERVICES DIVISION

Director

	COMMODITIES OR SERVICES
	<p>GREENVILLE COUNTY IS SEEKING SEALED BIDS FROM VENDORS FOR SERVICES FOR SUBDIVISION ROAD REPAIR PROJECTS, PER THE SPECIFICATIONS INCLUDED IN THIS DOCUMENT.</p> <p>BIDS MUST BE SUBMITTED ON THE BID SHEET (PAGE 4) WITH THE TOTAL BEING LISTED AT THE BOTTOM. BID SHEET MUST BE SIGNED. ALL TAXES ON ANY ITEM THAT GREENVILLE COUNTY MAY BE REQUIRED TO PAY MUST BE SHOWN SEPARATELY, NOT INCLUDED IN THE PRICE BID.</p> <p>PLEASE SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR BID.</p> <p><u>A PRE-BID MEETING AND SITE VISIT WILL BE HELD AT 10:30 A.M., EDT, THURSDAY, OCTOBER 20, 2016, IN THE PROCUREMENT SERVICES DIVISION, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC, 29601.</u></p> <p><u>QUESTIONS CONCERNING THE IFB ARE TO BE SUBMITTED IN WRITING TO NADINE CHASTEEN, CPPO, CPPB DIRECTOR, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, SUITE 100, 301 UNIVERSITY RIDGE, GREENVILLE, SC 29601, BY FAX (864) 467-7304 OR EMAIL nchasteen@greenvillecounty.org NO LATER THAN 5:00 P.M., EDT, OCTOBER 24, 2016.</u></p> <p><u>PLEASE SIGN THE FOLLOWING PAGE. FAILURE TO SIGN WILL VOID YOUR BID. PLEASE MARK YOUR ENVELOPE TO READ:</u> <u>IFB #25-10/26/16.</u></p> <p>NOTICE TO BIDDERS: All taxes on any item that Greenville County may be required to pay must be shown separately, not included in the price bid.</p>

INSTRUCTIONS TO RESPONDENTS
IFB #25-10/26/16 SUBDIVISION ROAD REPAIR PROJECTS

1. Unless otherwise required, submit only one (1) original and three (3) copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

(DATE) _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _____ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _____ %.

FIRM NAME _____ ADDRESS _____

BY _____
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME _____

TITLE _____

PHONE _____ FAX _____



SUBDIVISION ROAD REPAIR PROJECTS

IFB #25-10/26/16

SCHEDULE

October 20, 2016

**A Pre-Bid meeting and site visit
will be held at 10:30 A.M., EDT, in
the Procurement Services Division
office located at 301 University
Ridge, Suite 100, Greenville, SC
29601.**

October 24, 2016

**All questions must be submitted in
writing to Nadine Chasteen,
CPPO, CPPB, Director,
Procurement Services Division,
301 University Ridge, Suite 100,
Greenville, SC 29601, by Fax
(864)467-7304, or by email
cpilgrim@greenvillecounty.org, by
5:00 P.M., EDT**

October 26, 2016

**Bids must be delivered to the
Procurement Services Division,
301 University Ridge, Suite 100,
Greenville, SC 29601 no later than
3:30 P.M. EDT**

October 26 – November 2, 2016

Review of Bids

November 2, 2016

Tentative Date of Award

November 2 – November 16, 2016

Contract Negotiations

November 16, 2016

Issue Notice to Proceed



SUBDIVISION ROAD REPAIR PROJECTS

IFB #25-10/26/16

ITEMIZED BID SHEET

		QTY	Unit	Unit \$	Total \$
Willimon Estates					
1WE	Mobilization	1	LS	\$	\$
2WE	Asphalt Full Depth Repair	526	SY	\$	\$
3WE	1.5" Hot Mix Asphalt Surface Course Type C	7000	SY	\$	\$
	Sub-Total			\$	\$
Victoria Park					
1VP	Mobilization	1	LS	\$	\$
2VP	Asphalt Full Depth Repair	675	SY	\$	\$
3VP	1.5" Hot Mix Asphalt Surface Course Type C	12,250	SY	\$	\$
	Sub-Total			\$	\$
Hunters Landing					
1HL	Mobilization	1	LS	\$	\$
2HL	Asphalt Full Depth Repair	535	SY	\$	\$
3HL	1.5" Hot Mix Asphalt Surface Course Type C	7100	SY	\$	\$
	Sub-Total			\$	\$
Hunters Ridge					
1HR	Mobilization	1	LS	\$	\$
2HR	Asphalt Full Depth Repair	360	SY	\$	\$
3HR	1.5" Hot Mix Asphalt Surface Course Type C	8425	SY	\$	\$
	Sub-Total			\$	\$
	TAX			\$	\$
	GRAND TOTAL			\$	\$

Authorized Signature

Date

Company



SUBDIVISION ROAD REPAIR PROJECTS

IFB #25-10/26/16

I. Introduction

Greenville County is seeking sealed bids from vendors for services to bring the roads in the following subdivisions to Greenville County Land Development Regulation Standards.

- Willimon Estates, off Willimon Drive, off Old Grove Road in Piedmont.
- Victoria Park, off Neely Ferry Road in Simpsonville.
- Hunters Landing, off Mays Bridge Road.
- Hunters Ridge, off McElhaney Road, off Foot Hills Road.

II. Scope of Work

The main purpose of the project is to bring the subdivisions to County standards or private road standards and to be accepted into the county road inventory or turned over to the private HOA of record. The Contractor shall coordinate with utility companies and property owners prior to the start of construction. The work varies, however, overall the required work consists of Full Depth Repair, and installing asphalt surface to bring the subdivisions into the county standards. The Contractor will be required to prep the roads for FDR and/or asphalt surface, clean behind the curb (cut grass), stabilize washout areas and seed & straw all bare areas. All construction shall conform to Greenville County Land Development Regulations, SCDOT specifications and match any existing work. This project is a unit price job and quantities are estimated. Contractors are required to visit the site to ensure a complete understanding of the scope of work. The Contractor shall be required to adjust any utility valves and/or manhole lids as needed. The Contractor shall remove section(s) of the damaged road (as marked by county) and complete full depth repairs to pavement. The Contractor shall limit the disturbed area and will be responsible for restoring disturbed areas to its original condition or better. The project includes the following:

- Contractor shall perform full depth repairs on roadway as marked by engineer.
- Place asphalt surface.
- Once work is completed restore all disturbed areas to their original condition.
- The Contractor is responsible for permanent grassing/stabilization of all disturbed areas and removal of all sediment controls and

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-
- accumulated sediment after permanent grassing is established.
Additional items included in the project may or may not be shown on the project design plans.

III. Construction Specifications

A. Paving

The roadway cuts will be repaired by saw cutting and patching with a minimum of 4" asphalt binder, if unsuitable material is encountered, otherwise undercut and replace with stone (CR14). The Contractor is to place 1.5" asphalt surface.

B. Grassing

Contractor is to coordinate with each property owner about the grassing schedule and type.

C. Project Duration

The contractor shall be given 60 calendar days, excluding work on Sundays, for completion of all subdivisions in this project.

IV. Pre-bid Meeting

A **pre-bid meeting and site visit** will be held at **10:30 A.M., EDT, on Thursday, October 20, 2016** at the Greenville County Procurement Services office located at 301 University Ridge, Suite 100, Greenville, SC 29601. Bidders are encouraged to visit all subdivisions before submitting a bid.

V. Pricing

Pricing shall be submitted using the Bid Sheet (page 4). The Bid Sheet must be signed by an authorized representative. Failure to sign will void the bid.

VI. Bonding

See Terms and Conditions (page 13) for Bid Bonds and Performance/Payment Bonds required for this project.

VII. Submission Procedures, Requirements

All submissions must be received by **3:30 P.M., EDT, Wednesday, October 26, 2016** and delivered to 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late, the bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such bids.

Responders to this Invitation for Bids shall closely examine the specific requirements noted herein and the attached **Terms and Conditions** and submit one (1) original and three (3) bound copies of their bid to the address listed below. To ensure acceptance of the bid, the Invitation for Bid number (**IFB #25-10/26/16**) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**County of Greenville
Department of General Services
Procurement Services Division, Attn: Procurement Director
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
IFB #25-10/26/16**

VIII. Statement of Qualifications

Vendors shall include a statement of qualifications that includes the following:

1. Overview of company background.
2. Vendor contact information with names, addresses, telephone numbers.
3. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any government entity reference.
4. List of previous projects of similar size and scope.

IX. Inquiries and Addenda

A. Questions

All questions concerning this IFB are to be submitted in writing via fax, electronic mail, or regular mail to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, to the address listed below, **no later than 5:00 P.M., EDT, October 24, 2016**. Please refer all questions about this Request for Bid and project to:

**County of Greenville
Nadine Chasteen, CPPO, CPPB, Director
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7204
Fax: (864) 467-7304
E-mail: nchasteen@greenvillecounty.org**

All inquiries and responses will be distributed to all vendors known to have received the IFB document. The County will not be responsible for or bound

by any oral instructions made by any employee(s) of the County in regard to this IFB.

B. Addenda

This IFB represents the most definite statement Greenville County will make concerning information upon which bids are to be based. Any changes to this IFB will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an IFB document. No addenda will be issued later than five (5) working days prior to the date for receipt for bids except an addendum which, if necessary, postpones the date for receipt of bids or cancels this IFB. Venders shall acknowledge receipt of all addenda and Questions and Answers with their Bid.

X. **General Information**

A. Proprietary Information

Responders are advised that the County, to the extent permitted by law, will protect the confidentiality of their bids. Responders are advised to consider the implications of the South Carolina Freedom of Information Act, particularly after the bid process has ceased and the contract has been awarded.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bids. Where errors or omissions appear in the IFB, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the bid submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville's endorsement of the successful Responder's services.

XI. Insurance:

The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance, except Workers’ Compensation, Automobile Liability and Professional Errors and Omissions regarding ongoing operations, products and completed operations and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the Contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.
- B. Certificates of all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to the County within ten (10) working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the Certificate reference to County’s **IFB #25-10/26/16.**
- D. Contractor will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this section.
- E. Contractor agrees to maintain and keep in force during the life of this agreement, with a company or companies authorized to do business in South Carolina, the following policies:

Comprehensive General Liability

\$1,000,000 per occurrence-combined single limit
\$2,000,000 general aggregate
To include products and completed operations.

Automobile Liability

\$1,000,000 per occurrence combined single limit
Coverage shall include bodily and property damage,
and cover all vehicles including owned, non-owned, hired.

Workers' Compensation and Employer's Liability

Coverage A State of SC Statutory
Coverage B Employers Liability
\$1,000,000 each accident
\$1,000,000 disease, per employee
\$1,000,000 disease policy limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e. \$1,000,000 or \$2,000,000 or \$5,000,000 limit would be acceptable.

XII. Evaluation Criteria

The bids will be evaluated on the following criteria which are in no particular order. Greenville County reserves the right to interview responders to this IFB at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this IFB
- Previous experience on projects of similar scope and size.
- Cost
- References

XIII. Safety, Health and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe jobsite. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and local laws, or by the County.

XIV. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S. C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both".

Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XV. Contract

A sample contract is provided.



**COUNTY OF GREENVILLE
PROCUREMENT SERVICES DIVISION
SUBDIVISION ROAD REPAIR PROJECTS
IFB #25-10/26/16**

INSTRUCTIONS/TERMS AND CONDITIONS:

1. **IFB Opening and Award:** Bids will be examined promptly after opening and each bid will be announced to all participants. However, no decision will be made until Procurement and the user Division have had ample time to review each bid. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the bid that meets the requirements and criteria set forth in the invitation for bid. No bid may be withdrawn for a period of sixty (60) days after bid opening date. Bids, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the bid. Bids received after the bid closing time/date will not be accepted. By submission of a bid, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all bids, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in bid evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
3. **Responders Qualification:** Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
4. **Responders Responsibility:** Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.
5. **References:** The County requires bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
6. **Waiver:** The County reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. **Rejection**: Greenville County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
8. **Bid form**: Each bidder must submit a bid on the form provided. The bidder shall sign his bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
9. **Questions**: Questions shall be submitted in writing to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, County of Greenville, 301 University Ridge, Suite 100 by Fax (864) 467-7304 or by E-Mail to nchasteen@greenvillecounty.org, by **5:00 P.M., EDT, October 24, 2016**.
10. **Bid Bond**: Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Certified Check, Cashier's or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.
11. **Return of Bid Bond**: When bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.
12. **Performance and Payment Bond**: The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Purchasing Manager. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Purchasing and Contracts Division the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by the County Attorney's Office before it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless

from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** In addition, the bonding company must have an agent available to meet with County officials to clarify and explain the County's responsibility in maintaining the integrity of the bond.
14. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this bid.
15. **Number of Bid Copies:** Please submit **One (1) Original and Three (3) Copies** of your bid.
16. **Bid Changes:** Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
17. **Bid Price:** The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
18. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
19. **Tie Bids:** In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.
20. **Deduction and Holdbacks:** In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In

no circumstances shall any uncorrected situation extend for more than five (5) days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

A. For use of County's forces – actual cost involved.

B. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. **Evaluation Criteria:** The bids will be evaluated on the following criteria which are in no particular order. Greenville County reserves the right to interview responders to this IFB at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this IFB
- Previous experience on projects of similar scope and size.
- Cost
- References

22. **Quality:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.

23. **MBE/WBE Participation – Affirmative Action:**

A. MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.

B. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

24. **Default:** In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.

25. **Termination:** This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the

County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

26. **Termination for Convenience:** Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
27. **Non-Appropriation:** Any contract entered into by the County, resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
28. **Incorporation of Bid into Contract:** The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated into the contract.
29. **S.C. Law Clause:** Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. **Assignment Clause:** Successful bidder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.
31. **Indemnification:** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
32. **Deviations from Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder

will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

33. **Minor Deviations:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
34. **Contractor License Requirement:** The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations, which in any manner affect the fulfillment of his contract and shall comply with the same.
35. **Conflict of Interest Statement:** The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a bid, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.
36. **Insurance:**

The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability and Professional Errors and Omissions regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.
- B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's **IFB #25-10/26/16**.

- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Worker's Compensation and Employer's Liability:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

37. **Contracts:** The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
38. **Contractor Liability:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any

subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

39. **Sub-Contracting**: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
40. **Non-Collusion**: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
41. **Prohibition of Gratuities**: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.
42. **Publicity Releases**: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or bids from the County Staff unless it is a direct bid from the Public Information Officer.
43. **Public Record**: All information submitted relating to this bid, except for proprietary information, shall become part of the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. The County assumes no responsibility for the release of information not clearly and properly labeled as proprietary.
44. **Precedence**: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.
45. **Illegal Immigration Reform Act Compliance**: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not

more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

46. **Safety, Health, and Security:** Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principle place of business at 301 University Ridge, Greenville, S.C. 29601 ("**COUNTY**"), and _____, located at _____ ("**CONTRACTOR**").

IN CONSIDERATION of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD**

This Agreement shall begin on the date the NOTICE TO PROCEED is issued by **COUNTY**. All work phases specified herein must be completed no later than sixty (60) calendar days from the effective date of the Notice to Proceed. If the **Contractor** fails to satisfactorily complete the work within the specified time, liquidated damages of \$250.00 per calendar day shall be assessed up to value of the contract (total bid). The penalty may be drawn from any payment due, or the performance bond, at the discretion of the **County**.

2. **PROJECT SCOPE**

COUNTY has employed **CONTRACTOR** to provide services to bring the road in the following subdivisions to Greenville County Land Development Regulation Standards: Willimon Estates, Victoria Park, Hunters Landing, and Hunters Ridge. The services to be provided by **CONTRACTOR** are more particularly described in **COUNTY'S** IFB #25-10/26/16 and in **CONTRACTOR'S** response to IFB #25-10/26/16 received _____, which are both attached hereto and incorporated herein by reference. **CONTRACTOR** acknowledges that it is an independent contractor and that it will at all times act as such. Nothing in this Agreement shall be deemed to constitute **CONTRACTOR** or any of its employees as the agent, representative or employee of **COUNTY**, or create a joint venture between the parties.

3. **PAYMENT TERMS**

3.1 **COUNTY** agrees to pay **CONTRACTOR** for the services described in the Project Scope an amount not to exceed _____.

3.2 **CONTRACTOR** will submit monthly invoices to the **COUNTY**. Such invoices shall include a detailed listing of charges. **COUNTY** shall notify **CONTRACTOR** within ten (10) days of receipt of invoice of any dispute with the invoice and **CONTRACTOR**, upon such notice, shall provide back-up data to **COUNTY**. **COUNTY** and **CONTRACTOR** will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by **COUNTY** and is past due thirty (30) days from the date the invoice is received. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is

received by **COUNTY**, then **CONTRACTOR** shall have the right to either suspend all work under this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 13.2. **COUNTY** shall, prior to making payment on any invoice, withhold ten (10%) percent from any payment due. The amounts so withheld shall be released to **CONTRACTOR** upon satisfactory completion of the Project.

- 3.3 Approval and/or payment of such invoices shall not in any way relieve **CONTRACTOR** of its liability to **COUNTY** for deficiencies in the performance of its services. **COUNTY'S** approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights to which **COUNTY** may be entitled.
- 3.4 **NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**
- 3.5 **IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT FUNDS ARE NOT APPROPRIATED IN THE CURRENT FISCAL YEAR OR ANY SUBSEQUENT FISCAL YEAR, THIS CONTRACT WILL BECOME NULL AND VOID AND THE COUNTY WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF THE COUNTY.**

4. **CHANGES**

- 4.1 **COUNTY** may, at any time, in writing, and within the general scope of this Agreement, make "Request for Changes" in the services or work to be performed. In the event **CONTRACTOR** is requested to perform additional services or work not contemplated by this Agreement, **CONTRACTOR** will promptly notify **COUNTY** if such change causes an increase in **CONTRACTOR'S** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work, such request must be in writing. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work **COUNTY** shall be entitled to a decrease in the amount of compensation to be paid to **CONTRACTOR** accordingly.
- 4.2 All change orders must be in writing to be valid, and no services for which any additional compensation will be charged by **CONTRACTOR** shall be furnished without the written authorization of **COUNTY**.
- 4.3 **COUNTY** may add to or reduce the scope of work by generating mutually agreed upon contract exhibits to this basic agreement.

5. **WARRANTIES**

In addition to any express and/or implied warranties provided to **COUNTY** by law, **CONTRACTOR** warrants to **COUNTY** that the performance of the services covered by this

Agreement will be competent to perform the tasks undertaken, that the product of such paving services will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, **CONTRACTOR** will promptly correct the work without additional compensation from **COUNTY**, upon written notice from **COUNTY**. All corrective work shall be completed within thirty (30) days of receipt of written notice from **COUNTY**. Establishment of the one year time period in this section relates only to the duty of **CONTRACTOR** to specifically correct the work.

6. **WITHHOLDING PAYMENT**

COUNTY has the right, but not the obligation, to withhold funds to the extent and only to the extent necessary to protect **COUNTY** from loss because of:

- a) Defective work not remedied by **CONTRACTOR** within a reasonable time or for which **CONTRACTOR** has failed to initiate a remedy within a reasonable time;
- b) Claims of third parties against **COUNTY** or **COUNTY'S** property for which **CONTRACTOR** is liable;
- c) Failure by **CONTRACTOR** to pay subcontractors or others in a prompt and proper fashion the amounts due and owing to such subcontractor or others relating to the Project.
- d) Evidence that the balance of the work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for final completion;
- f) Persistent failure to carry out the work in accordance with this Agreement, or
- g) Damage to the **COUNTY** or a third party to whom the **COUNTY** is, or may be, liable and for which **CONTRACTOR** is liable pursuant to the terms of this Agreement.

7. **RIGHT TO STOP WORK**

In the event **CONTRACTOR** fails to perform the work in accordance with this Agreement, **COUNTY** may order **CONTRACTOR** to stop the work and **COUNTY** may then perform the work in accordance with Section 8, below, or terminate this Agreement in accordance with Section 13.1.2. In such event, **CONTRACTOR** shall immediately obey such stop work order.

8. **COUNTY'S RIGHT TO PERFORM WORK**

In the event **CONTRACTOR'S** work is stopped pursuant to Section 7, above, entitled "Right to Stop Work", and **CONTRACTOR** fails to provide adequate assurance to **COUNTY**, within seven (7) days of such stoppage, that the cause of such stoppage will be eliminated or corrected, then **COUNTY** may proceed to carry out the subject work or terminate this Agreement. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the documented and agreed to cost of correcting the deficiencies, including

any professional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due **COUNTY**, **CONTRACTOR** shall pay the difference to **COUNTY**; provided, however if **COUNTY** stops the work, takes over a portion of or all of the work and performs the work, then **CONTRACTOR'S WARRANTY OBLIGATIONS** relating to such work performed by **COUNTY** shall be null and void.

9. **INDEMNIFICATION.**

CONTRACTOR agrees to assume responsibility for any damage, loss or injury, including death, of any kind or nature whatever to person or property, including employees and property of **COUNTY**, caused by or resulting from any negligent act or omission of **CONTRACTOR** or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. **CONTRACTOR** expressly agrees to defend against any claims brought or filed against **COUNTY**, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

10. **INSURANCE.**

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST**

on all policies of insurance, except Worker's Compensation, Auto Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB #25-10/26/16.

- D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled.
Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit. (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

11. **PERFORMANCE AND PAYMENT BOND**

Contractor shall furnish a satisfactory Performance and Payment Bond in the amount of the total contract price no later than fifteen (15) business days after the date of the Notice of Award. The Bond must have approval by the County Attorney's Office before it is made effective. The **Contractor** shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond shall remain in effect for one year after completion of the contract.

12. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE**

By submitting an offer, **Contractor** certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to **Contractor** and any subcontractors or sub-subcontractors; or (b) the

compliance with Title 8, Chapter 14 by **Contractor** and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." **Contractor** agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

13. TERMINATION

13.1 TERMINATION BY COUNTY

13.1.1 This Agreement may be terminated by **COUNTY** upon fifteen (15) days written notice at **COUNTY'S** election. In the event of termination at **COUNTY'S** election and not due to the fault of **CONTRACTOR**, **CONTRACTOR** will be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

13.1.2 Should **CONTRACTOR** default or persistently fail or neglect to carry out the work in accordance with the terms of this Agreement, **COUNTY** may by written notice to **CONTRACTOR**, without prejudice to any other right or remedy under this Agreement, terminate the employment of **CONTRACTOR** and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR** as well as all drawings, plans and specifications and finish the work by whatever methods **COUNTY** may deem expedient; provided, however, prior to such termination, **CONTRACTOR** shall be given notice of the default and an opportunity to cure such default within seven (7) days. Such termination shall be deemed "for cause". Should this Agreement be terminated "for cause", **CONTRACTOR** shall not be entitled to any further payment. In the event the actual and documented cost of finishing the work, including compensation for professional services and expenses made necessary thereby, if any, exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **COUNTY**. This obligation for payment shall survive the termination of this Agreement.

13.2 TERMINATION BY CONTRACTOR

Should **COUNTY** fail to make payment on any undisputed invoice amount within sixty (60) days of receipt of such invoice, **CONTRACTOR** may elect to either suspend the work or terminate this Agreement; provided, however, prior to termination, **COUNTY**

shall be given notice of the default and an opportunity to cure such default within seven (7) days. Should this Agreement be terminated by **CONTRACTOR**, **CONTRACTOR** shall be entitled to be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

14. **CLEANING THE SITE AND SAFETY**

- 14.1 **CONTRACTOR** shall keep the site reasonably clean during performance of the work. **CONTRACTOR** shall dispose of all refuse at a South Carolina DHEC approved landfill.
- 14.2 **CONTRACTOR** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the job and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated herein; and (3) other property at or adjacent to the site.
- 14.3 **CONTRACTOR** shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

15. **ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. **SUBCONTRACTS**

- 16.1 **CONTRACTOR** shall promptly furnish to **COUNTY**, in writing, the bid list proposed by **CONTRACTOR** to act as subcontractors on the Project. **COUNTY** shall, within seven (7) days, reply to **CONTRACTOR**, in writing, stating any objections **COUNTY** may have to such proposed subcontractors. **CONTRACTOR** may enter into a subcontract with any subcontractor on the approved bid list. **CONTRACTOR** shall not be required to enter into a subcontract with any subcontractor to whom **CONTRACTOR** has objection.
- 16.2 All subcontractors shall provide performance and payment bonds in accordance with bonding requirements set forth in the Greenville County procurement policies and shall name **COUNTY** as an additional obligee on such bonds.
- 16.3 All subcontractors will be required to furnish Certificates of Insurance to the **County** in accordance with all of the requirements set forth in Section 10 of this Agreement.

17. **NOTICES**

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective

addresses set forth below:

COUNTY

Nadine Chasteen, CPPO, CPPB
Director
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

CONTRACTOR

Any party may change the person to whom notices are to be sent by giving ten (10) days written notice of such change to the other party.

18. **APPLICABLE LAW AND VENUE**

18.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18.2 **CONTRACTOR** and **COUNTY** further agree that this Agreement shall be deemed to have been made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

19. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

20. **SUCCESSORS AND ASSIGNS**

CONTRACTOR and **COUNTY** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

21. **SEVERABILITY**

Should any section, paragraph, clause, phrase, or provision of this Agreement be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

22. **ENTIRE AGREEMENT**

This Agreement, along with the provisions contained in **COUNTY'S** IFB #25-10/26/16, and **CONTRACTOR'S** RESPONSE TO IFB #25-10/26/16, attached hereto, represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any

of the terms of these contract documents the order of precedence of these contract documents shall be:

- A. Any Change Order or Amendment signed and executed by the parties;
- B. This Agreement;
- C. **CONTRACTOR'S RESPONSE TO IFB #25-10/26/16**
- D. Addenda to **COUNTY'S IFB# 25-10/26/16**
- E. **COUNTY'S IFB #25-10/26/16.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

WITNESSES:

CONTRACTOR

By: _____

Its: _____

COUNTY

By: _____

Bob Taylor, Chairman
Greenville County Council

By: _____

Joseph M. Kernell
County Administrator

ATTEST:

Theresa B. Kizer, c.c.c.
Clerk to Council